

# OFFICIAL GAZETTE



## GOVERNMENT OF GOA

### SUPPLEMENT

#### GOVERNMENT OF GOA

Industries Department

Notification

4/3/92-IND

In exercise of the powers conferred by section 34 of the Goa, Daman & Diu Khadi & Village Industries Board Act, 1965 (Act 9 of 1965), the Government of Goa hereby makes the following rules, namely :—

1. *Short title and commencement.* — (1) These rules may be called the “Goa Khadi and Village Industries Board Loan Rules, 1993”.

(2) They shall come into force at once.

2. *Definitions.* — In these rules, unless the context otherwise requires, —

(i) “Act” means the Khadi and Village Industries Board Act, 1965 (Act 9 of 1965);

(ii) “Board” means the Khadi and Village Industries Board established under Section 4 of the Act.

(iii) “Borrower” means (a) a society registered under the Societies Registration Act, 1860 (Act 21 of 1860); (b) a co-operative society registered under the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa (Maharashtra Act of 1960); or any other law for the time being in force; (c) a Gram or Village Panchayat; (d) a trust created for public purposes of a Charitable or religious nature; (e) an individual or Institution engaged in research in Khadi and Village Industries;

(iv) “Commission” means the Khadi and Village Industries Commission established under section 4 of the Khadi and Village Industries Act, 1956 (Central Act 61 of 1956);

(v) “Chief Executive Officer” means the Chief Executive Officer of the Board appointed under rule 8 of the Goa, Daman and Diu Khadi and Village Industries Board Rules, 1967;

(vi) “Government” means the Government of Goa;

(vii) “Individual” means an artisan or any other worker undertaking activities falling under the purview of the Board and for which loans are given.

3. A loan may be granted for the promotion of Khadi and/or any industry specified in the Schedule appended to the Khadi and Village Industries Commission Act, 1956 or deemed to be specified in the said Schedule by reason of a notification issued under section 3 of the Khadi and Village Industries Commission Act, 1956 (Central Act 61 of 1956).

4. Loans may be granted either (i) to serve as working capital or (ii) as assistance for capital formation or share capital or (iii) towards capital expenditure such as purchase of machinery and implements, construction of structures and wells, purchase of bullocks and other miscellaneous requirements in connection with any of the said industries.

5. On an application in the specified form to be furnished in duplicate, a loan may be sanctioned in each case during a year to the Borrower by the Board if the amount of loan in each case does not exceed the limit which the Central Government and the Commission may fix from time to time. The Chief Executive Officer will indicate in writing to the borrower the amount of loan.

6. The loan will carry interest at such rates as may be specified by the Government and/or the Commission from time to time.

7. (a) The loans shall be repaid in such instalments and at such periods as may be determined by the Board with the previous approval of the Government for each type of loans from time to time. Provided the Board may allow extension of time upto a maximum period of six months for the repayment of instalments of loans if it is satisfied that such extension is necessary in the interest of the Board's work.

(b) The loan shall be utilised for the specific purpose for which it is sanctioned. If any loan is not utilised for the purpose for which it was sanctioned within one year of the receipt thereof, the whole of it shall immediately be refunded with interest. At the end of the first year and every subsequent year of the currency of the loan, the Borrower shall satisfy the Board that the loan has been utilised for the purpose for which it was sanctioned failing which the loan shall be refunded with interest immediately notwithstanding the terms and conditions to the contrary applicable to the loan.

(c) Any default in the payment of interest upon a loan or advance, or in the repayment of the principal, shall be reported by the Chief Executive Officer of the Board as soon as possible. The Board shall thereupon cause a notice to be issued on the defaulter for repayment of interest, or repayment of the principal, as the case may be, within a period to be specified by the Board.

The Board may, in so far as law allows, enforce a penal rate of simple or compound interest upon all other due instalments of interest, or principal and interest. The rate of such penal interest when enforced, shall be 5% per annum, unless modified by the Board with the approval of the Government. A penal rate shall be enforced if the loan has been utilised for purposes other than those for which it was sanctioned.

8. A loan will be granted to the Borrower on mortgaging immovable property and/or pledging and/or hypothecating movable properties as security for the loan applied for. In case these securities are not available or are found to be inadequate, the Borrower shall furnish sureties acceptable to the Board. In case the Board is satisfied that it is not possible for the Borrower to fulfil any of the aforesaid conditions he may be required to mortgage the entry assets which may be existing at the time the loan is granted or which may be created

thereafter from funds obtained by him from the Board as grants and/or loans from time to time. The Borrower shall also certify that after the loan has been fully utilised, the assets created out of the loan and grants received from the Board shall constitute a full security against the loan applied for. The term 'assets' shall also include sale proceeds and other cash balances held by the Borrower. Loans shall be a first charge on all assets created out of the loans and/or grants received from the Board. In case the existing assets are already subject to a proper and valid charge against prior loans received by the Borrower from other creditors, the loans granted by the Board shall be second or subsequent charge on those existing assets.

9. (a) Subject to such general or specific directions as may be given by the Government, detail accounts of individual loans and advances shall be maintained by the Chief Executive Officer, who shall watch the recovery and ensure that the conditions attached to each loan or advance are fulfilled.

(b) The Chief Executive Officer shall submit to the Government a quarterly statement (in triplicate) showing the details of the outstanding loans and advances borne on the books; and

(c) It shall be the duty of the Chief Executive Officer as soon as any such loan is ascertained to be irrecoverable to take necessary steps to get it written off the accounts under the sanction of the competent authority. Irrecoverable loans written off shall be registered in separate account or record in order that any possible eventual recovery may be made. A quarterly statement shall also resubmitted to the Government about the irrecoverable loan which have been written off.

10. In the event of default in payment of instalment, it shall be open to the Chief Executive Officer to take possession of the immovable or movable properties, manufactured or unmanufactured goods, tools and equipment and dispose off the same and credit the receipts to the Board.

The difference between the Board's outlay and sale receipts shall be payable by the Borrower and/or the sureties.

11. The Borrower shall execute an agreement in the specified form as mentioned in the form of application annexed hereto on the condition laid down therein before receiving the amount of loan. Agreement will be executed on stamped paper in accordance with the law on the subject.

12. In cases which a loan is granted on the guarantee offered by sureties, the sureties shall also have to execute a bond as specified before paying the amount of the loan to the Borrower.

13. The stamp duty wherever payable on the documents executed in pursuance of these rules may be paid by the Board in its discretion out of its funds.

14. The institutions as specified in clause (iv) of rule 2 namely :—

(i) A society registered under the Societies Registration Act 1860 (Central Act XXI of 1860) or under any law for the time being in force in any State;

(ii) A cooperative society registered under the Cooperative Societies Act 1912 (Central Act II of 1912) or under any law, for the time being in force in any State;

(iii) A gram or village panchayat established under any State law for the time being in force;

(iv) An authority set up under any law for the time being in force relating to bhoodan or gramdan; and

(v) A Trust created for public purposes of a charitable or religious nature

shall subject to the provisions of their constituent Acts and any rules made thereunder, be competent to reloan the funds advanced to them by the Board to the other institutions and/or individual persons working within their fields of activities, on the terms and conditions specified from time to time by the Board with the approval of the Government.

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Industries).

Panaji, 18th June, 1993.

# ANNEXURE - I

## FORM No. 1

(Application liable to be rejected unless it is complete in all respects)

### VILLAGE INDUSTRIES LOAN APPLICATION

Name of the Applicant : \_\_\_\_\_

Full Address : \_\_\_\_\_

Industry/Unit for which loan application for : \_\_\_\_\_

To,  
The Chief Executive Officer,  
Goa Khadi and Village Industries Board,  
Junta House, 2nd Floor,  
Panaji (Goa) 403001.

Sir,

I, the undersigned \_\_\_\_\_ hereby apply for the assistance by way of loan and grant as follows ;

- |   |          |
|---|----------|
| 1. Loan for Working Capital             | Rs. .... |
| 2. Short term loan for stocking purpose | Rs. .... |
| 3. Loan for Katcha Structure            | Rs. .... |
| 4. Loan for implements                  | Rs. .... |
| 5. Loan for Machinery                   | Rs. .... |
| 6. Loan for Pucca Structure             | Rs. .... |
| 7. Loan for Godown                      | Rs. .... |

8. Loan for Share Capital Rs. ....  
and a grant of Rs. .... Total Rs. ....

The assistance sought by way of loan and grant amounting to Rs. ....  
(Rupees.....) will be utilised for the development of  
..... industry for the year .....

I hereby agree to repay the above mentioned loan as given in the column of mode of payment.

Purpose for which loan is to be sanctioned	Tenure	Rate of Interest	Mode of Payment
1.	2.	3.	4.
1. Loan for Working Capital	5 (Five) years	4% per Annum from the date of disbursement	a) That the sum of Rs. _____ (Rupees _____ only) shall be repaid by the borrower in the following manner :— i) 30% of the total amount shall be paid on or before _____ ii) Another 30% of the total amount shall be paid on or before _____ iii) The balance 40% amount shall be paid on or before _____
<div>Passport size photograph</div>			
2. Short term loan for Stocking Purpose	6/9 months	4% per Annum from the date of disbursement	by the end of the tenure
3. Loan for Katcha Structure	5 (Five) year	4% per Annum from the date of disbursement	shall be repaid in four equal yearly instalments first instalment being due upon the expiry of the period of two years computed from the date of disbursement of loan.
4. Loan for Implements	5 (Five) years	4% per Annum from the date of disbursement	shall be repaid in four equal yearly instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of loan.
5. Loan for Machinery	10 (Ten) years	4% per Annum from the date of disbursement	shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of loan.

Checked by:

Signature

I hereby agree to execute an agreement with the Goa, Daman and Diu Khadi and Village Industries Board in the form and on the terms and conditions prescribed by the Goa, Daman and Diu Khadi and Village Industries Board.

I agree to abide by the rules and regulations of Board which are now in force or may hereafter come in force. I offer the following Securities in securing the loan.

Names of the persons who give Security Bond

Address

1. .... 1. ....

2. \_\_\_\_\_ 2. \_\_\_\_\_

Securities	Value Rs.	
1. Bank Guarantee		(Mention name of the Bank) Bank Guarantee to be enclosed
2. Mortgage		(Mortgage deed to be enclosed)
3. Hypothecation		(Hypothecation deed to be enclosed)

Particulars of the securities such as stock in trade goods, Insurance Policies, Marketable Goods, Fixed Deposit Receipts, Postal Cash Certificates, Plant and Machinery, Immovable Property, Buildings etc. to be given.

Advance stamp receipts for the loan as well as grant amount are enclosed herewith. I hereby solemnly declare that:

- 1) have been engaged in development of above named industry.
- 2) In case the above mentioned financial assistance (Loan and Grant) is sanctioned to me, I shall fully utilise the same for the development of the Industry for which it has been sanctioned.
- 3) That have not availed similar Loan/Financial Assistance from any other Government Departments/Government Agencies presently of which the balance is outstanding.

*Signature of the applicant*

**Information to be supplied by the applicant**

1. Applicant's full name \_\_\_\_\_  
(In block letters)
2. Occupation \_\_\_\_\_
3. Age \_\_\_\_\_ Married/Unmarried.
4. Full Address :
  - a) Present residence \_\_\_\_\_
  - b) Permanent residence \_\_\_\_\_
  - c) Place of work/business \_\_\_\_\_
5.
  - a) Educational Qualification \_\_\_\_\_
  - b) Technical Qualification \_\_\_\_\_
6. Experience in the line of Business/Industry/Profession \_\_\_\_\_

7. Whether belongs to SC/ST \_\_\_\_\_

If yes, attach certificate \_\_\_\_\_

8. a) Average Annual income from Business/Profession \_\_\_\_\_  
b) Income from other sources \_\_\_\_\_  
c) Other Particulars of Working place \_\_\_\_\_

	Particulars	Sq. Mts.	Land Registration No. (Survey No.)	Place
i)	Particulars of the land owned/leased/rented			
ii)	Particulars of Building approximate price owned/rented.			

9. a) How long employed in present business/profession ?  
\_\_\_\_\_
- b) Nos./Qty. of monthly production \_\_\_\_\_
- c) Availability of essential raw material and its present value \_\_\_\_\_

10. Total capital involved in present work/business (Equipment, Machinery, Raw material, etc. with cost) \_\_\_\_\_

11. Whether applicant working independently or servicing under somebody or working with some assistants \_\_\_\_\_

12. Number of dependent family members :

- a) Adults  
b) Children

13. Present problems :—

14. After availability of Financial assistance whether demand/ /consumption of his products will be possible (Give details)

15. Requirement of monthly raw materials

	Name	Qty.	Value Rs.
a)			
b)			
c)			

Total...

16. a) Name of the Bank/Banks wherein applicant is having account

- b) Name of the Bank where the applicant has credit facilities, if any
- c) Have applicant taken loan from any other Banks/Govt. Agencies/Govt. Departments. Full details and present amount outstanding should be given.
17. a) Is applicant Insured ? Kind and amount of each policy.
- b) Loan taken against each policy.
18. If Institutional/Trust/Co-op. Society
- a) Name of the Institution/Reg. No.
- b) Particulars of Members
- c) Share Capital Construction
- d) Details of i) Land
- ii) Building

Attach full details of proposed scheme of development of Industry for which loan is applied for.

Additional information which will help the Board in considering the application may separately be given.

I hereby declare that all the above statements and answers are true.

*Applicant's Signature*

**ADVANCE RECEIPT [For Loan]**

Received Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

\_\_\_\_\_ ) from the Chief Executive Officer, Goa, Khadi and Village Industries Board, Panaji-Goa as loan towards the development of \_\_\_\_\_ Industry for the year \_\_\_\_\_

Name, Address, Seal of the Institution.

Name and Address of the Individual.

Date :

Place :

20 Ps.  
Revenue  
stamp

*Signature of the applicant*

**ADVANCE RECEIPT [For Grant]**

Received Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

\_\_\_\_\_ only) from the Chief Executive Officer, Goa, Khadi and Village Industries Board, Panaji

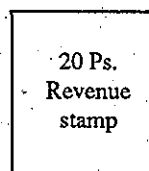
as grant towards the development of \_\_\_\_\_ Industry for the year \_\_\_\_\_

Name, Address, Seal of the Institution.

Name and Address of the Individual.

Date :

Place :



Signature of the applicant

### INFORMATION TO BE SUPPLIED BY SURETIES

1. Surety's Full Name : Shri/Smt./Kum. \_\_\_\_\_  
(In Block Letters)  
  
Occupation \_\_\_\_\_  
  
If in service, name and full address of the present employer  
to be given \_\_\_\_\_  
  
Designation \_\_\_\_\_  
(Salary certificate to be attached)
2. Full Residential Address \_\_\_\_\_  
  
Present \_\_\_\_\_  
  
Permanent \_\_\_\_\_
3. a) Monthly salary if in service or average annual income  
if in business/profession \_\_\_\_\_  
  
b) Income from other sources \_\_\_\_\_  
  
c) How long employed in present job or in business/  
/profession \_\_\_\_\_  
  
d) Details of landed/immovable property owned if any,  
and its particulars in proforma attached herewith \_\_\_\_\_  
\_\_\_\_\_
4. Name of the Bankers \_\_\_\_\_
5. Have surety taken loan from Bank/Govt. Agency/Government?  
If so, give the present balance outstanding \_\_\_\_\_
6. Have you remained sureties to others? Give details \_\_\_\_\_  
\_\_\_\_\_



I hereby declare that all the above statements and answers are true. I furnish the information for the purpose of offering security to the Goa Khadi and Village Industries Board to secure the loan to be sanctioned to Shri/Kum./Smt. \_\_\_\_\_

Date :

Place :

Surety's Signature

### INFORMATION TO BE SUPPLIED BY SURETIES

1. Surety's Full Name : Shri/Smt./Kum. \_\_\_\_\_  
(In Block Letters)  
  
Occupation \_\_\_\_\_  
  
If in service, name and full address of the present employer to be given \_\_\_\_\_  
  
Designation \_\_\_\_\_  
(Salary certificate to be attached)
2. Full Residential Address \_\_\_\_\_  
  
Present \_\_\_\_\_  
  
Permanent \_\_\_\_\_
3. a) Monthly salary if in service or average annual income if in business/profession \_\_\_\_\_  
  
b) Income from other sources \_\_\_\_\_  
  
c) How long employed in present job or in business/ /profession \_\_\_\_\_  
  
d) Details of landed/immovable property owned if any, and its particulars in proforma attached herewith \_\_\_\_\_  
\_\_\_\_\_
4. Name of the Bankers \_\_\_\_\_
5. Have surety taken loan from Bank/Govt. Agency/Government? If so, give the present balance outstanding \_\_\_\_\_
6. Have you remained sureties to others? Give details \_\_\_\_\_  
\_\_\_\_\_

I hereby declare that all the above statements and answers are true. I furnish the information for the purpose of offering security to the Goa Khadi and Village Industries Board to secure the loan to be sanctioned to Shri/Kum./Smt. \_\_\_\_\_

Date :

Place :

Surety's Signature

ANNEXURE - II

AGREEMENT

THE GOA, KHADI & VILLAGE INDUSTRIES BOARD

Form of agreement to be executed before drawing the amount of loan for development of \_\_\_\_\_  
\_\_\_\_\_ Industry.

AN AGREEMENT MADE ON \_\_\_\_\_ day of \_\_\_\_\_ in the year one thousand nine hundred  
\_\_\_\_\_ between \_\_\_\_\_

(hereinafter called the Borrower) which expression shall include his heirs, administrators, executors and representatives of the one part and the Goa, Khadi and Village Industries Board, a statutory body constituted under the Goa, Daman and Diu Khadi and Village Industries Act, 1965, having its office at Panaji represented by its Chairman (hereinafter called the Board) which expression shall unless repugnant to the context as meaning there include its successors or assignees of the other part.

WHEREAS the Borrower, under the provisions of the Board's regulation, has applied to the Board for a loan of Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_

for the development of \_\_\_\_\_ Industry for the year \_\_\_\_\_

as detailed below (hereinafter called the said amount).

- |   |          |
|---|----------|
| 1. Loan for Working Capital             | Rs. .... |
| 2. Short term loan for stocking purpose | Rs. .... |
| 3. Loan for Katcha Structure            | Rs. .... |
| 4. Loan for implements                  | Rs. .... |
| 5. Loan for Machinery                   | Rs. .... |
| 6. Loan for Pucca Structure             | Rs. .... |
| 7. Loan for Godown                      | Rs. .... |
| 8. Loan for Share Capital               | Rs. .... |

Total amount Rs. ....

WHEREAS the Board has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSETH that a consideration of sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ ) to be paid by the Board to the Borrower, the Borrower hereby agrees with the Board :—

1. To repay Board the said amount with interest at the rate of \_\_\_\_\_ % or at such other rates or rate as may, from time to time, be fixed by the Board, as per terms and conditions mentioned below :—

2. The Borrowers shall repay the said amount together with interest in the following manner, namely :—

Purpose for which loan is sanctioned	Tenure	Rate of Interest	Mode of Payment
1.	2.	3.	4.
1. Loan for Working Capital	5 (Five) years	4% per Annum from the date of disbursement	a) That the sum of Rs. _____ (Rupees _____ only) shall be repaid by the borrower in the following manner :— i) 30% of the total amount shall be paid on or before _____ ii) Another 30% of the total amount shall be paid on or before _____ iii) The balance 40% amount shall be paid on or before _____
2. Short term loan for Stocking Purpose	6/9 months	4% per Annum from the date of disbursement.	Shall be repaid by the end of the tenure.
3. Loan for Katcha Structure	5 (Five) years	4% per Annum from the date of disbursement.	Shall be repaid in four equal yearly instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of the loan.
4. Loan for Implements	5 (Five) years	4% per Annum from the date of disbursement.	Shall be repaid in four equal yearly instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of loan.
5. Loan for Machinery	10 (Ten) years	4% per Annum from the date of disbursement.	Shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of the loan.
6. Loan for Pucca Structure	10 (Ten) years	4% per Annum from the date of disbursement.	Shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of the loan.
7. Loan for Godown	10 (Ten) years	4% per Annum from the date of disbursement.	Shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of the loan.
8. Loan for Share Capital	5 (Five) years	4% per Annum from the date of disbursement.	Shall be repaid in five equal annual instalments.

3. In the event of failure to pay any instalment, with interest as provided in clause (2) hereof, the Borrower shall be liable to pay at once the whole amount outstanding together with interest due thereon in terms of his demand promisory note dated \_\_\_\_\_ if called upon to do so by the Chairman of the Board. Provided that without prejudice to the generality of the aforesaid provision the Board may recover the sums due on the day of default as an arrear of land revenue as if the sums due are sums due to Government.

4. The said amount will be utilised only for the purpose of development of \_\_\_\_\_ Industry within \_\_\_\_\_ days of disbursement, and shall when called upon furnish satisfactory proof of having been so utilised, failing which the Borrower be liable to repay at once the whole or part of the loan as the Board may decide together with all interest due thereon, and on his failing to do so the said amount together with interest shall be recoverable as an arrear of land revenue.

5. The interest shall be payable periodically as and when the instalments of the loan, are payable failing which interest shall be added to the amount of the loan at the end of such periods and cumulative amount shall carry interest at usual rate till paid off or till the maximum period of the loan whichever is earlier.

6. In case the amount due is not paid regularly as and when due, the Board shall be entitled to recover additional interest of 5% above the rate of interest mentioned in clause 1 hereof on all sums due on the date of such defaults as liquidated damages.

7. The Borrower shall execute a document of hypothecation of plan and machinery/mortgage/submission of Bank Guarantee to secure repayment of the said amount to be given to the Borrower before the disbursement of the said amount upto not less than one and half time of the said amount.

8. The Borrower shall lodge with Board, by way of pledge/hypothecation/mortgage the following securities which the Borrower hereby solemnly declares he has full right to pledge/hypothecate/mortgage and the Board shall have the right to sell or dispose them off in any manner deemed fit, in case of default in respect of repayment of said loan as stipulated above.

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

9. In the event of Borrower's death before the repayment of said amount with interest to the Board his estate and effects will be liable to the extent of the loan and interest including penal interest thereon.

10. The Borrower shall be bound by the rules and regulations and terms and conditions of the Board which are now in or hereafter may come into force and the terms thereof shall be deemed to have been incorporated into this agreement.

11. The Borrower agrees that after the loan has been fully utilised and in any case not later than 31st March of every year, to furnish a copy of audited statements of Accounts in respect of loans granted together with a certificate from the Auditor/Officer of the Board to the effect that the loan has been fully utilised for the purpose for which it has been sanctioned.

12. The Borrower shall send to the Board a monthly account showing the details of utilisation of loan and also monthly progress report of the working of the Industry in such form as may be desired by the Board, so long as the said amount remains unpaid.

13. The Borrower shall allow inspection of the Books of Accounts, factory site by an officer or a representative of the Board/Khadi and Village Industries Commission, appointed/nominated for the purpose and also to make books of Accounts available for inspection and audit by the representative of Audit Department of the Government of India.

14. In the event of any dispute or differences arising out of or in any way touching or concerning any or all of the terms and conditions herein above mentioned or any account or valuation whatsoever connected with, the Borrower and the Board agree that it shall be referred to the Sole Arbitrator or any person nominated by the Chairman of the Board. The Borrower shall not have any objection to any such appointment on the ground that the person so appointed is the servant of the Board or any Government. The award of such arbitrator shall be final and binding on the borrower as well as the Chairman of the Board. In the event of such Arbitrator vacating his Office or being unable to act for any reasons, the Chairman of the Board shall appoint another person to act as arbitrator. The provisions of the Indian Arbitration Act, 1940 shall apply to the arbitration proceeding under this clause.

15. It is hereby further agreed and declared that if the said amount has not been utilised for the purpose of development of \_\_\_\_\_ Industry within \_\_\_\_\_ days from the date of disbursement of the said amount or if the Borrower within that period becomes insolvent or leaves the Profession/Business/Trade or dies the whole amount of the loan and interest accrued thereupon including penal interest shall be immediately become due and payable and shall be recoverable as an arrear of land revenue.

16. It is hereby agreed that the borrower shall pay necessary registration fees and stamp duty, if any, payable on these presents.

IN WITNESS WHEREOF Borrower has hereunto set his hand and Shri \_\_\_\_\_  
the Chairman of Board has hereunto set his hand.

Name and signature of the Borrower

Signed in presence of :—

(1) \_\_\_\_\_  
(Name in block letters)

Full  
Address:

(2) \_\_\_\_\_  
(Name in block letters)

Full  
Address:

Signed, Sealed and Delivered by

(Name and designation of the Officer who has signed on behalf of the Board)

Signature of Witnesses :—

1) \_\_\_\_\_  
(Name in block letters)

Designation :

2) \_\_\_\_\_  
(Name in block letters)

Designation :

FOR OFFICIAL USE ONLY

FEASIBILITY/INSPECTION REPORT

Feasibility done by :

Name of the Officer :  
Designation :

Date :

Signature of the Officer

DOCUMENTS TO BE PROVIDED

1. Application form duly filled.
2. Passport size photograph.
3. Residential certificate from Panchayat/Municipality.
4. Quotation for the implements/machinery to be purchased.
5. Experience/qualification certificates (wherever necessary).
6. Personal guarantee of two solvent persons preferably Government servants/Bank employees/Employees of autonomous bodies/school teachers etc. (Salary certificates to be attached). In case of Private guarantors, the income of the guarantors should be certified by competent authority. \*
7. N. O. C. from Panchayat to set up the unit.
8. Documents related to place of work.
9. N. O. C. from Health/Electricity (wherever necessary).
10. Provisional S. S. I. Registration.

\* In case of Private guarantors, the income certificate of the guarantor issued by the employer should be certified by competent authority (M. L. A./Sarpanch/Mamlatdar/Talathi).

ANNEXURE - III

MONEY BOND WITH SURETY

WHEREAS I, \_\_\_\_\_, son of \_\_\_\_\_, resident of \_\_\_\_\_ (hereinafter called the "Borrower" which expression shall mean and include the Borrower, his heirs, successors and legal representatives) have borrowed the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (hereafter called the 'said loan'), from the Goa, Khadi and Village Industries Board, a statutory body constituted under the Goa, Daman and Diu Khadi and Village Industries Board Act, 1965, having its office at Panaji (hereinafter called the "Board" which expression shall include its successor or assigns.)

AND WHEREAS it is necessary to execute a Bond with surety in favour of the Board in respect of the said loan;

AND WHEREAS at the request of the Borrower, Shri \_\_\_\_\_ son of \_\_\_\_\_, resident of \_\_\_\_\_ (hereinafter called the "Surety", which expression shall mean and include the surety, his heirs, successors and legal representatives), have agreed to stand surety for the Borrower i. e. for the repayment of the said loan to the Board.

AND WHEREAS the Board has agreed to grant the said loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as detailed below.

- |   |          |
|---|----------|
| 1. Loan for Working Capital             | Rs. .... |
| 2. Short term loan for stocking purpose | Rs. .... |
| 3. Loan for Katcha Structure            | Rs. .... |
| 4. Loan for implements                  | Rs. .... |
| 5. Loan for Machinery                   | Rs. .... |
| 6. Loan for Pucca Structure             | Rs. .... |

7. Loan for Godown Rs. ....

8. Loan for Share Capital Rs. ....

Total : Rs. ....

AND WHEREAS the Borrower has agreed to repay the said loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in the manner detailed below :—

Purpose for which loan is sanctioned	Tenure	Rate of Interest	Mode of Payment
1.	2.	3.	4.
1. Loan for Working Capital	5 (Five) years	4% per Annum from the date of disbursement	a) That the sum of Rs. _____ (Rupees _____ only) shall be repaid by the borrower in the following manner :— i) 30% of the total amount shall be paid on or before _____ ii) Another 30% of the total amount shall be paid on or before _____ iii) The balance 40% amount shall be paid on or before _____
2. Short term loan for Stocking Purpose	6/9 months	4% per Annum from the date of disbursement.	Shall be repaid by the end of the tenure.
3. Loan for Katcha Structure	5 (Five) years	4% per Annum from the date of disbursement.	Shall be repaid in four equal yearly instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of the loan.
4. Loan for Implements	5 (Five) years	4% per Annum from the date of disbursement.	Shall be repaid in four equal yearly instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of loan.
5. Loan for Machinery	10 (Ten) years	4% per Annum from the date of disbursement.	Shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of the loan.
6. Loan for Pucca Structure	10 (Ten) years	4% per Annum from the date of disbursement.	Shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years from the date of disbursement of the loan.
7. Loan for Godown	10 (Ten) years	4% per Annum from the date of disbursement.	Shall be repaid in nine equal annual instalments the first instalment being due upon the expiry of the period of two years computed from the date of disbursement of loan.
8. Loan for Share Capital	5 (Five) years	4% per Annum from the date of disbursement.	Shall be repaid in five equal annual instalments.

NOW, THEREFORE, THIS BOND WITNESSETH AS UNDER :—

1. That I, the Borrower, acknowledge my indebtedness to the Board in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), borrowed today for which I hereby promise to pay on demand to the Board \_\_\_\_\_ with interest at \_\_\_\_\_ per cent per annum with half yearly rests.

2. In consideration of the said loan of a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), by the Board to the Borrower, I \_\_\_\_\_, the surety, hereby stand as surety for the repayment of the said loan with interest at the rate and terms aforementioned.

In case the Borrower shall die or become insolvent or for any reason, fail to pay on demand the said loan, the whole or so much of the principal sum of Rs. \_\_\_\_\_ together with interest as shall then remain unpaid shall immediately become due and payable to the Board and recoverable from the surety in one instalment by virtue of this Bond.

The obligation undertaken by the surety shall not be discharged or in anyway be affected by an extension of time or any other indulgence granted by the Board to the Borrower.

The stamp duty payable on these present shall be borne by \_\_\_\_\_

Signed and delivered by \_\_\_\_\_

Witnesses :—

\_\_\_\_\_  
Name (address)

\_\_\_\_\_  
Signature of Shri  
Borrower

\_\_\_\_\_  
Name (address)

\_\_\_\_\_  
Signature of Shri  
Surety

Accepted for and on behalf of the Board.

\_\_\_\_\_  
Signature of Shri

#### ANNEXURE - IV

#### DEED OF HYPOTHECATION

THIS INDENTURE is made at Panaji on \_\_\_\_\_ day of \_\_\_\_\_ in the year one thousand nine hundred and \_\_\_\_\_ between Shri \_\_\_\_\_ son of \_\_\_\_\_ Resident of \_\_\_\_\_ (hereinafter called the BORROWER which expression shall unless repugnant to the context or meaning thereof include his heirs, executors and administrators, representatives and assigns) of the One Part, and the Chairman, the Goa Khadi and Village Industries Board, a statutory Body constituted under the Goa, Daman and Diu Khadi and Village Industries Board Act, 1965, having its office in Panaji (hereinafter called the Board which expression shall unless repugnant to the context or meaning thereof include its successors and assignees) of the other Part.

Whereas the Borrower under the provisions of the Board's Regulation has applied to the Board for a loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the development of \_\_\_\_\_ Unit under \_\_\_\_\_ Industry for the year \_\_\_\_\_ as detailed below (hereinafter called the said loan) and has agreed to repay to the Board the said loan with interest as given in the column of mode of repayment in Schedule 'A' hereunder written;



AND Whereas the Board has agreed to grant the said loan to the Borrower upon the security and on the terms and conditions hereinafter contained.

NOW, THEREFORE THIS INDENTURE WITNESSETH that in consideration of the sum of Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ only), paid by the Board to the Borrower on or before the

execution of these presents (the receipt whereof the Borrower doth hereby admit and acknowledge), the Borrower doth HEREBY COVE-

NANT to repay to the Board at Panaji the said sum of Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ only), with interest thereof or on the unpaid balance thereof

for the time being at the rate of (4%) four percent per annum as given in the column of mode of repayment in Schedule 'A' hereunder written:

PROVIDED that if the Borrower shall fail to pay any One of the aforesaid instalments or any part thereof on the due dates or if the security hereinafter created shall become enforceable under any of the such clauses or clause 4, the whole of the principal sum and interest hereby secured or the then unpaid balance thereof, shall at the option of the Board become payable on demand.

In case the amount due is not paid regularly as and when due, the Board shall be entitled to recover additional interest of 6% above the rate of interest mentioned in the Schedule 'A' on all sums due on the date of such defaults as liquidated damage.

2. AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the said sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only), paid to the Borrower as aforesaid, the Borrower doth hereby assign unto the Board all the furniture and other articles, furniture stock-in-trade, marketable goods, plant and machinery specified in the Schedule 'B' hereunder written (hereinafter called the said movables) and now laying in or about the business premises of the Borrower and all other articles and furniture, machinery, plant similar to those described in the Schedule 'B' hereunder written that may during the continuance of the security hereby created, be brought into and upon the Borrowers' business premises TO HAVE AND TO HOLD - all the movables hereinabove assigned unto the Board absolutely but subject to the provision for redemption hereinafter contained PROVIDED ALWAYS that if the Borrower shall pay the said sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only), and interest thereon to the Board in accordance with the foregoing covenant for payment of the principal and interest and all other moneys payable by him to the Board hereunder then the Board shall at the Borrower's request and at his cost, reassign all the said movables of the Borrower.

3. AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the said sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only), paid to the Borrower as aforesaid, the Borrower doth hereby charge in favour of the Board all the said movables now lying in the Borrower's business premises or that may during the continuance of the security hereby created be lying in or about the business premises of the Borrower to the intent that the charge on the same shall constitute a Floating Security only and shall not prevent the Borrower from using the same in the ordinary course of business until the security hereby created shall become enforceable.

4. NOTWITHSTANDING anything to the contrary hereinafter contained, the security hereby created shall become immediately enforceable and the moneys due to the Board shall be deemed to have become immediately payable in each of the following events,

- (a) If the Borrower shall make default in payment on the due date of any of the instalments (payable as hereinabove provided), or of any other sum which ought to be paid in accordance with these presents;
- (b) If a distress or execution be levied or enforced upon or against any of the property hereby assigned or charged;
- (c) If a petition is presented by the Borrower for the adjudication of the said Borrower as insolvent;
- (d) If default shall be made by the Borrower in performance or observance of any conditions or provision of these presents;
- (e) If the Borrower shall stop payment on his debts;

5. The Borrower shall at all times during the continuance of the security hereby created do and perform the following acts viz.

- (a) Give to the Board or to such person or persons as may be named by the Board such information as they shall require;
- (b) Keep the property hereby assigned and charged in good condition;
- (c) Keep in the business premises always plant and machinery of the value of Rs. \_\_\_\_\_.
- (d) Duly and punctually pay the rents or other outgoings of the business premises wherein the property hereby assigned and charged or any part thereof shall be and keep the same free from distress for such rents or other outgoings or being taken in any execution and at all times on demand produce to the Board the receipt of payment of such rents and outgoings.
- (e) Permit the agents and servants of the Board from time to time at all times to enter upon the business premises of the Borrower wherein the said movables hereby assigned and charged or any part thereof may for the time being be and to inspect and value the same and take inventory thereof and render to the agents and servants of the Board such assistance and facilities as may be required for any of the purposes aforesaid; and
- (f) Furnish to the Board every year a statement of the said movables lying in his business premises.

6. In the event of the security becoming enforceable as provided above or on the occurrence of any event whereby the Board reasonably apprehend that the security is in jeopardy, the Board shall be entitled as if absolute owners and without notice to the Borrower but at the risk and expenses of the Borrower and if they so think fit as Attorney for and in the name of the Borrower, to enter and remain upon the business premises whereby the property hereby assigned and charged or any part thereof shall be lying and for the purpose of such entry to break open any out door, doors and locks and to take possession or recover, receive, remove and/or appoint any person as Receiver of the said movables (with power to do all such things as fully or effectually as the Borrower could do) and/or sell the same or any part thereof by public auction or private contract or otherwise dispose of or deal with all or any part of the said movables and to appropriate the net proceeds of any such sale in of towards the satisfaction of the amount hereby secured.

7. The Borrower shall not during the continuance of the security hereby created execute any mortgage, lien or incumbrance on or part with the possession of or otherwise dispose of the said movables hereby assigned and charged except as provided in the foregoing clause 3.

8. The Borrower shall at all times during the continuance of the security and from time to time insure the said movables which are the hypothecated assets and keep it insured against loss or damage by fire, theft or any other comprehensive or other risk in the joint names of the Board and of the Borrower with Insurance Company as approved by the Board to the extent of the full market value thereof and punctually pay the premium due to the Insurance Company and that the Insurance Policy shall be deposited by the Borrower with the Board. In the event of loss or destruction by fire and otherwise or damage to the hypothecated assets or any part thereof, the Board shall be entitled to recover and receive all money payable in respect of the Insurance and in the event of the Board not receiving the amount payable in respect of the Insurance either wholly or partially for any reason whatsoever the Borrower shall be bound to pay forthwith the balance due to the Board on demand.

9. The Borrower hereby declares that the said movables are the absolute property of the Borrower and at his sole disposal and free from any charge or incumbrance and the Borrower shall do and execute at their cost all such acts and things for further and more perfectly assuring the said movables hereby assigned and charged as shall be required by the said Board.

10. That the Borrower covenant that the Borrower has not at any time heretofore done, omitted or knowingly suffered or been party or privy to any act, deed, matter or thing whereby or by means whereof the said movables hypothecated by him or any part thereof is or may be incumbered or prejudicially affected in any manner or whereby the Borrower is in any way prevented from hypothecating the same in manner aforesaid. The Borrower does hereby undertake not to create any further charge or mortgage the same until the total amount of loan and interest thereof is cleared.

SCHEDULE 'A'

Sr. No.	Instalments	Date of repayment	Principal (Rs.)	Interest (Rs.)	Total (Rs.)
1.	1st				
2.	2nd				
3.	3rd				
4.	4th				
Total :					

Sr. No.	Instalments	Date of repayment	Principal (Rs.)	Interest (Rs.)	Total (Rs.)
1.	1st				
2.	2nd				
3.	3rd				
4.	4th				
5.	5th				
6.	6th				
7.	7th				
8.	8th				
9.	9th				
Total ...					

SCHEDULE 'B'

Bill No. & date	Name of the dealer	Description of machinery	Amount (Rs.)
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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED  
BY THE WITHIN NAMED SHRI \_\_\_\_\_

In the presence of :—

1.

2.

SIGNED SEALED AND DELIVERED BY SHRI \_\_\_\_\_

THE CHIEF EXECUTIVE OFFICER KHADI AND VILLAGE  
INDUSTRIES BOARD FOR AND ON BEHALF OF THE BOARD

In the presence of :—

1.

2.

#### RECEIPT

Received the day and year first above written of and from the withinnamed Board the sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only), being the full consideration money within mentioned to be  
paid by him to me.

I say received.

(Shri \_\_\_\_\_)

Witnesses :—

1.

2.

X

#### Legislature Department

LA/B/4447/1993.

Report of the Select Committee on Bill No. 24 of 1993. The Goa Public Health (Third Amendment) Bill, 1993 alongwith the Bill as amended by the Select Committee which was presented to the Legislative Assembly of Goa on 22nd November, 1993, is hereby published for general information in pursuance of the provisions of Rule 231 of the Rules of Procedure and Conduct of Business of Legislative Assembly.

Panaji, 25th November, 1993.

(Bill No. 24 of 1993)

A

BILL

Further to amend the Goa, Daman & Diu Public Health Act, 1985.

#### COMPOSITION OF THE SELECT COMMITTEE

##### CHAIRMAN

1. Dr. Wilfred D'Souza — Chief Minister

##### MEMBERS

2. Shri R. D. Khalap — Leader of Opposition

3. Shri P. R. Rane
4. Shri Domnick Fernandes
5. Shri Manu Fernandes
6. Dr. Kashinath Jalmi
7. Shri Radharao Gracias
8. Shri S. V. Sirsat

#### SECRETARIAT

1. Shri Ashok B. Ulman — Secretary, Legislature.
2. Shri U. M. Desai — Under Secretary, Legislature.
3. Smt. Celiza de Melo e Fernandes — Assistant Legislature.

#### GOVERNMENT REPRESENTATIVES

1. Shri B. S. Subbanna — Law Secretary.
2. Smt. Geeta Sagar — Secretary (Health).
3. Dr. A. V. Salelkar — Director of Health Services.
4. Dr. Bhikaji Ghanekar — Dy. Director (Malaria Eradication).
5. Shri D. N. Accawade — Under Secretary (Health).

### REPORT OF THE SELECT COMMITTEE

I, the Chairman of the Select Committee to which Bill No. 24 of 1993 — The Goa Public Health (Third Amendment) Bill, 1993 was referred having been authorised by the Committee to submit the report on its behalf, present its report with the Bill as amended by the Committee annexed hereto.

The Bill was introduced in the Legislative Assembly on 22nd July, 1993 and was referred to the Select Committee on 28th July, 1993.

The Committee held its preliminary meeting on Monday, the 23rd August, 1993, in which the Committee scrutinised in detail the provisions of the Bill clause by clause. The Committee felt that the clause 2 of the Bill which seeks to amend section 22 of the Goa, Daman and Diu Public Health Act, 1985 will give rise to certain difficulties. The people who build their houses would find it difficult to occupy the houses because when a person whose budget is very small builds a house in rural area, it is not possible for him to build mosquito proof sump with an overhead tank and this arrangement will cost him the additional burden. It is thus not feasible in the villages that every house to have a sump and also that the sump to be mosquito proof. The existing provision in Clause 2 of the Bill will not be a reasonable one. The purpose of the Bill is to control mosquito menace and to take anti - larval measures. Taking into consideration the above difficulties, certain amendments have been proposed to clause Nos. 2, 4, and 5 of the Bill and those have been accepted by the Committee.

### THE PROPOSED AMENDMENTS

#### CLAUSE 2

The Committee decided to delete the words "New House" appearing in the heading of Section 22 and to substitute the word "Building". Similarly in Section 22 (1) after the words "No owner of any" the words "dwelling house" has been deleted; and the words "building having more than one independent residential unit" have been substituted. Also in Section 22(1) the words "in any urban or rural areas" appearing after the words "after the commencement of the Third Amendment Act, 1993" have been deleted.

In clause (i) of sub-section (1) of Section 22 the words "the house" wherever appearing the words "such building" have been substituted.

The clause (ii) of sub-section (1) of section 22 is deleted and substituted the following new clause:—

"(ii) If such building has a sump or overhead tank, that they are provided with such mosquito proof arrangement as may be prescribed".

In sub-section (2) of Section 22 the Committee further decided to add the words "or occupier" after the words "direct the owner"; and to delete the words "dwelling-house or premises accommodating the Government or private offices and having sumps or overhead tanks" and further decided to add the words "building having a sump or overhead tank" before the words "to provide such mosquito-proof arrangement and within such time as may be specified by the Health Officer".

With the above amendments and deletions the Section 22 will read as follows:—

*"22. Building not to be occupied without adequate water supply and proper water storage facility. — (1) No owner of any building having more than one independent residential unit, which may be constructed or re-constructed after the commencement of the Third Amendment Act, 1993 shall occupy it, or cause or permit it to be occupied until he has obtained a certificate from the Health Officer, —*

(i) That there is within such building or within reasonable distance therefrom, a supply of wholesome water sufficient for the domestic purpose of the inmates of such building, and

(ii) If such building has a sump or overhead tank, that they are provided with such mosquito proof arrangement as may be prescribed.

(2) The Health Officer may also by notice in writing, direct the owner or occupier of any existing building having a sump or overhead tank to provide such mosquito proof arrangement and within such time as may be specified by the Health Officer.

(3) Whenever a person on whom notice is served under Sub-section (2), fails to comply with the requirements thereof, the Health Officer, may himself or through the local bodies get the requisite work done and recover the cost thereof from the owner as arrears of land revenue under the law for the time being in force"

#### CLAUSE 4

In Clause (c) of sub-section (1) of Section 76; the committee decided to add the words "in any Municipal area" after the words "leave wells".

#### CLAUSE 5

In Section 76 B the Committee decided to add the words "but not exceeding rupees one hundred" after the words "as may be prescribed".

This report was considered and adopted by the Committee in its meeting held on 5th October, 1993.

The Committee is thankful to the Law Secretary, Health Secretary, Director of Health Services, Dy. Director (Malaria Eradication), Under Secretary Health and the Secretary, Officers and Staff of Goa Legislature Secretariat for their co-operation.

Assembly Hall  
Panaji,  
5th October, 1993

WILFRED D'SOUZA  
Chief Minister

*Note :* Deletions made by the Select Committee are shown in square brackets and additions and substitutions made are underlined.

The Goa Public Health (Third Amendment) Bill, 1993.

(Bill No. 24 of 1993)

A

BILL

*further to amend the Goa, Daman and Diu Public Health Act, 1985.*

Be it enacted by the Legislative Assembly of Goa in the Forty-fourth year of the Republic of India as follows:-

1. *Short title and commencement.* — (1) This Act may be called the Goa Public Health (Third Amendment) Act, 1993.

(2) It shall come into force at once.

2. *Amendment of Section 22.* — For Section 22 of the Goa, Daman and Diu Public Health Act, 1985 (Act 25 of 1985) (hereinafter referred to as the "Principal Act"), the following shall be substituted, namely:—

"22. [New house ] Building not to be occupied without adequate water supply and proper water storage facility. — (1) No owner of any [dwelling house] building having more than one independent residential unit, which may be constructed or re-constructed after the commencement of the Third Amendment Act, 1993 [in any urban or rural areas] shall occupy it, or cause or permit it to be occupied until he has obtained a certificate from the Health Officer, —

(i) that there is within [the house] such building or within reasonable distance therefrom, a supply of wholesome water sufficient for the domestic purpose of the inmates of [the house] such building, and

(ii) [that there is a mosquito - proof sump and the overhead tank in the building is fitted with a circular lid and a fixed ladder is provided for access thereto as per the specifications as may be prescribed.] if such building has a sump or overhead tank, that they are provided with such mosquito proof arrangement as may be prescribed.

(2) The Health Officer may also by notice in writing, direct the owner or occupier of any existing [dwelling - house or premises accommodating the Government or private offices and having sumps or overhead tanks] building having a sump or overhead tank to provide such mosquito proof arrangement and within such time as may be specified by the Health Officer.

(3) Whenever a person on whom notice is served under sub-Section (2), fails to comply with the requirements thereof, the Health Officer, may himself or through the local bodies get the requisite work done and recover the cost thereof from the owner as arrears of land revenue under the law for the time being in force."

3. *Amendment of Section 53.* — In Sub-Section (1) of section 53 of the Principal Act, the proviso to clause (xv) shall be omitted.

4. *Amendment of Section 76.* — In Section 76 of the Principal Act, -

(i) in sub-section (1), after clause (b), the following shall be inserted, namely:—

"(c) leave wells in any Municipal area permanently disused without

hermetically sealing or closing them with mosquito-proof arrangements as specified by the Health Officer;"

(ii) after sub-section (2), the following shall be inserted, namely:—

"(3) If any person contravenes the provisions of sub-section (1), the Health Officer may issue to him a notice requiring him to comply with the requirements thereof within specified time limit.

(4) Whenever any person on whom notice is served under sub-section (3), fails to comply with the requirements thereof, the Health Officer may himself or through local bodies get the requisite work done and recover the cost thereof from the owner as arrears of land revenue under the law for the time being in force."

5. *Insertion of new section.* — After section 76 of the Principal Act, the following shall be inserted, namely:—

"76A. *Builder to take anti-larval measures.* — (1) Notwithstanding any law for the time being in force, it shall be the duty of every builder where construction activities are being carried on, to take adequate anti-larval measures at the construction site in consultation with the concerned Health Officer.

(2) The Health Officer shall have subject to the control of the Government, power to issue notice to the concerned builder for compliance of the provisions of sub-section (1) within the period as specified thereunder.

(3) Whenever the builder on whom notice is served under sub-section (2), fails to comply with the requirements within reasonable period as specified thereunder, the Health Officer shall take all required anti-larval measures as may be necessary at the construction site, and recover all expenses incurred thereunder at the rate prescribed under section 76 B from the builder as arrears of land revenue under the law for the time being in force.

76 B. *Levy of fee.* — The fee to be levied for anti-larval measures at construction site shall be at such rates as may be prescribed but not exceeding rupees one hundred."

### Legislature Department

LA/B/4448/1993

Report of the Select Committee on Bill No. 29 of 1993—The Goa Buildings (Lease, Rent and Eviction) (Control Amendment) Bill, 1993 along with the Bill as amended by the Select Committee which was presented to the Legislative Assembly of Goa on 22nd November, 1993, is hereby published for general information in pursuance of the provisions of Rule 231 of the Rules of Procedure and Conduct of Business of Legislative Assembly.

Panaji, 25th November, 1993.

(Bill No. 29 of 1993)

A

BILL

*Further to amend the Goa, Daman and Diu Buildings (Lease, Rent and Eviction)*



*Control Act, 1968.*

### Composition of the Select Committee

#### Chairman

1. Dr. Wilfred D'Souza — Revenue Minister  
(Chief Minister).

#### Members

2. Shri Luizinho Faleiro — Law Minister
3. Shri R. D. Khalap
4. Shri P. R. Rane
5. Dr. Kashinath Jalmi.
6. Shri Mauvin Godinho.
7. Shri J. B. Gonsalves.
8. Shri Domnic Fernandes.
9. Shri Victor Gonsalves.
10. Shri Radharao Gracias.

#### Secretariat

1. Shri Ashok B. Ulman, Secretary, Legislature.
2. Shri Y. S. Amonkar, Under Secretary, Legislature.
3. Shri S. V. Upadhye, Marshal.

#### Government Representatives

1. Shri B. Subbana, Secretary, Law.
2. Smt. Savitri Kashyap, Secretary, Revenue.

### Report of the Select Committee

I, the Chairman of the Select Committee to which Bill No. 29 of 1993, the Goa Buildings (Lease, Rent and Eviction) Control (Amendment) Bill, 1993 was referred, having been authorised by the Committee to submit the report on its behalf, present the report with the Bill as amended by the Committee annexed hereto.

The Bill was introduced in the Legislative Assembly on 26th July, 1993 and was referred to the Select Committee on 29th July, 1993.

The Committee held its preliminary meeting on 18th August, 1993, in which the Committee deliberated on the various provisions of the Bill, and decided to invite public comments on the proposed amendments. Accordingly, a press note was issued in various local newspapers inviting public comments on the proposed amendments, by 15th of September, 1993. In response to the press note, a number of suggestions were received from various Associations and individuals.

These suggestions were examined by the Committee in its meeting held on 6th October, 1993, and after deliberations, the Committee proposed the following amendments:

Amendment of Section 3: The Committee felt that in order to give incentive to promote adequate supply of rental housing, the newly constructed buildings should be kept out of the purview of the Act for a period of 15 years (instead of 10 years as proposed in the Amendment Bill).

The Committee was also of the opinion that in the suburban/rural areas in Goa, the rent of most of the residential buildings is less than Rs. 2,500/- per month, and the tenants of such low rent properties need the protection of law. The Committee has also suggested upward revision in the fair rent. The Committee, therefore, proposed that only the building whose monthly rent exceeds—

- i) Rs. 2500/- in cases where such building is used for residential purposes;
- ii) Rs. 5000/- if such building is used for commercial purposes,

may be kept out of the purview of the Act.

Amendment of Section 12 & 13: Taking into consideration that the present rate of interest on loans on housing finance is not less than 18 per cent, the Committee feels that the proposed rate of "ten per cent" (basis for fixing and also increase in fair rent) may be enhanced to "twelve per cent".

Amendment of Section 23A. (Right to recovery of possession) Earlier this right was given also to the State Government employees, but at one stage it was withdrawn. The Committee felt that the persons retiring from Central Government and State Government are in no way different if they need their houses immediately for bonafide use. The Committee therefore, proposed that the words "or the State" may be included after the word "Central" in the proposed amendment.

In view of the various suggestions received from the public, the Committee suggests that the Government may bring a comprehensive Bill on the subject in March, 1994 Session, on the lines of the Model Rent Control Legislation circulated by the Government of India.

This report was considered and adopted by the Committee in its meeting held on 3-11-93.

The Committee is thankful to the Law Secretary, Secretary Revenue and the Officers and staff of the Goa Legislature Secretariat, for their Co-operation.

Assembly Hall  
Panaji, 3rd November, 1993

Wilfred D'Souza  
Chief Minister

*Note:* Deletions made by the Select Committee are shown in square brackets and additions and substitutions made are underlined.

**The Goa Buildings (Lease, Rent and Eviction) Control  
(Amendment) Bill, 1993.**

(Bill No. 29 of 1993)

A

BILL

*further to amend the Goa Daman and Diu Buildings (Lease, Rent and Eviction) Control Act, 1968.*

Be it enacted by the Legislative Assembly of Goa in the Forty-fourth year of the Republic of India as follows:—

1. *Short title and commencement.*— (1) This Act may be called the Goa Buildings (Lease, Rent and Eviction) Control (Amendment) Act, 1993.

(2) It shall come into force at once.

2. *Amendment of Section 3.*— In sub-section (1) of Section 3 of the Goa, Daman and Diu (Lease, Rent and Eviction) Control Act, 1968 (Act 2 of 1969) (hereinafter referred to as the “principal Act”),—

(i) in clause (c) for the word “four” the word [“ten”] fifteen shall be substituted.

(ii) after clause (c), the following clause shall be inserted, namely:—

(cc) [“to any building, whether residential or not, whose monthly rent exceeds rupees three thousand and five hundred,”]

to any building whose monthly rent exceeds—

(a) rupees two thousand and five hundred if such building is used for residential purposes;

(b) rupees five thousand if such building is used for commercial purposes.”

3. *Amendment of Section 12.*— In clause (a) of sub-section (2) of section 12 of the principal Act, for the words “seven and a half per cent” the words [“ten per cent”] “twelve per cent” shall be substituted.

4. *Amendment of Section 13.*— In the proviso to sub-section (1) of Section 13 of the principal Act, for the words “seven and a half per cent” the words [“ten per cent”] “twelve per cent” shall be substituted.

5. *Amendment of Section 23A.*— For sub-section (3) of Section 23A of the principal Act, the following sub-section shall be substituted, namely:—

“(3) Notwithstanding anything contained in this Act,— (a) A landlord, who is a member of the armed forces of the Union or who is an employee of the Central or the State Government or Railways or any Public Sector Undertaking of the Central or the State Government whose employees are subject to transfers from their original place of posting or who was such member or employee as the case may be, and is duly retired (which term shall include premature retirement), shall be entitled to recover possession of any premises on the grounds that the premises are bonafide required by him for occupation by himself or any member of his family (which term shall include a parent or other relation ordinarily residing with him and dependent on him), and the Controller shall pass an order for eviction on such ground if the landlord at the hearing of the suit, produces a certificate signed by the Head of his Services or his Commanding Officer or by the Head of his Department or Head of the Public Sector Undertaking, as the case may be, to the effect that—

(i) he is presently a member of the armed forces of the Union or employee of the Central or the State Government or Railways or the Public Sector Undertaking of the Central or the State Government or he was such member or employee as the case may be; and is now retired ex-serviceman or employee as the case may be and

(ii) he does not possess any other suitable residence in the local area where he or the members of his family can reside:

Provided that in the case of an ex-serviceman or an ex-employee referred to in sub-clause (i) above, an affidavit sworn before the competent authority to the effect as envisaged in sub-clause (ii) shall be sufficient;

(b). Where a member of the armed forces of the Union or employee of the Central or the State Government or Railways or any Public Sector Undertaking of the Central or the State Government whose employees are subject to transfers from their original posting place, as the case may be, dies while in service or such member is duly retired and dies within five years of his retirement, his widow who is or becomes a landlord of any premises, shall be entitled to recover possession of such premises, on the ground that the premises are bonafide required by her for occupation by herself or any member of her family (which term shall include her husband's parent or other relation ordinarily residing with her) and the Controller shall pass an order for eviction on such ground, if such widow, at the hearing of the suit, produces a certificate signed by the Area or sub-Area Commander within whose jurisdiction the premises are situated or by the Head of Department or Head of the Public Sector Undertaking whereof, her deceased husband was employee to the effect that—

(i) she is a widow of a deceased member of the armed forces or the employee of the Central or the State Government or Railways or any Public Sector Undertaking of the Central or the State Government, as the case may be; and

(ii) she does not possess any other suitable residence in the local area where she or the members of her family can reside:

Provided that the landlord or his widow, as the case may be, shall be entitled to recover only one of the premises chosen by him or her, under this section, in case more than one premises have been let out by him or her.

*Explanation 1.*— For the purposes of this Sub-section,—

(i) “armed forces” means an armed force of the Union constituted under an Act of Parliament and includes a member of the Police force constituted under the Police Act as applicable to the State of Goa;

(ii) any certificate granted by the concerned authority thereunder shall be conclusive evidence of the facts stated therein.

*Explanation 2.*— For the purpose of clause (a) of this sub-section, the expression “the Head of his Services” in the case of officers retired from the Indian Navy includes the Flag Officer-in-Chief, Western Naval Command and in the case of officers retired from the Indian Air Force, includes the station Commander.